

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 833 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE KUNDAN SINGH

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

GUJARAT FUN PARK AND RESORT LTD

Versus

TOURISM CORPPORATION OF GUJARAT LIMITED

Appearance:

MR PV NANAVATI for Petitioner-absent.

M/S TRIVEDI & GUPTA for Respondent Nos. 1 and 2-absent.

Ms. Harsha N Devani, AGP for Respondent No. 3

CORAM : MR.JUSTICE KUNDAN SINGH

Date of decision: 09/04/99

ORAL JUDGEMENT

This petition has been filed for quashing the public notice dated 1.1.96 issued by the Managing Director, Tourism Corporation of Gujarat Ltd. , respondent no.1 herein, inviting tenders for development of a tourism related to Joint Sector Project on block no. 367, admeasuring 15 acres at village Adalaj, Gandhinagar.

2. The petitioner is a company formed with a specific object of establishing and running Amusement Parks, Water resorts, club houses, tourist related activities for the public. The respondent no.1 Tourism Corporation of Gujarat Ltd., being a Government of Gujarat undertaking issued an advertisement in the local newspaper "Sandesh" on 18.4.92 for the development of tourism related to joint sector project at plot of land block no. 367 admeasuring about 15 acres situated at village Adalaj, Dist: Gandhinagar. One of the directors of the petitioner company sent a letter dated 30th September, 1992 to the respondent no.1 informing that the total costs of the project would be around Rs. 7 crores out of which, the promoters would give Rs. 4 crores and the balance was to be raised from the public. The said amount of Rs. 4 crores was to be raised in American dollars. The Chairman of the respondent no.1 sent a letter dated 18th October, 1982 to the local representative of the petitioner company that the petitioner's proposal was under active consideration by the respondent no. 1 and further required for the detailed plans and estimates to be submitted by the petitioners. The petitioner furnished requisite information regarding the project by a letter dated 14th October, 1992. The petitioner also forwarded its project summary to the respondents on or about 19th January, 1993. The petitioner alongwith its letter dated 28th January, 1993 addressed to the respondent no.1 forwarded Detailed Project Report to the respondent no.1. Thereafter, a telegram dated 13th March, 1993 was sent by the respondent no. 1 requiring submission of Executive Summary Report and the petitioner by a letter dated 14th March, 1993 sent the requisite papers including Executive Summary report. The petitioner was informed by a letter dated 7th January, 1994 that the Board of Directors of the respondent no.1 has selected the petitioner for the aforesaid joint sector project and only a formal approval from the respondent no. 3 was to be received. The petitioner requested the Chairman of the respondent no.1 for giving possession of the aforesaid land at the earliest to enable it to commence physical development of the land. Thereafter the petitioner again sent a letter dated 10th January, 1994 to the Chairman of the respondent no.1 for the same purpose. The Gram Panchayat, Adalaj by its resolution dated 19th July, 1994 resolved to grant the lease of such surrounding land to the petitioner on yearly lease charges of resolved to grant the lease. After selection of the petitioner for the development of the aforesaid project, the petitioner's director requested the respondent no. 1 to forward the lease agreement. The respondent no.1 finalised

the terms regarding costs of the land which the petitioner agreed forthwith and accordingly, the petitioner conveyed that the petitione was agreeable to the terms and conditions and requested the respondent no. 1 to put the petitioner in possession of the site land. The petitioner was informed that the concerned file was being forwarded to the Principal Secretary to the Chief Minister for approval. As suggested by the said Sanjay Gupta, the petitioner alongwith his letter dated 20th September,1995 forwarded several supporting documents regarding financial backing of the petitioner. The officials conveyed to the petitioner that the respondents are fully agreeable to execute the formal documents and further informed that as Finance Secretary could not remain present in the meeting, the petitioner was to be called upon to execute the lease deed within next 15 days. But thereafter, the respondent no.1 issued a public notice in the daily newspaper "Sandesh" on 1.1.96 for the project at various places in Gujarat including Adalaj at the aforesaid site. The petitioner has invested a huge sum of Rs. 30 lakhs towards costs, charges and expenses for the Adalaj project. It had to engage services of professionals including C.A., Architects for the professional work for the project. As such, after selecting the petitioner for the development of the project at Adalaj and settling the matter, it has no jurisdiction to publish the same inviting tenders for the development of the same project, particularly when the petitioner has invested a huge amount for this purpose.

3. The list has been revised. No body appears on behalf of the petitioner and the respondent nos. 1 and 2. However, learned A.G.P. is present on behalf of the respondent no.3 State.

4. I have gone through the papers. It does not appear that any settlement had been arrived at between the respondents and the petitioner for the development of the project in question. Unless such an agreement is entered into between the parties, the petitioner has no right to claim for the development of the disputed project. Admittedly, no agreement has been arrived at between the parties for the said purpose. Mere selection of the petitioner for the project and the consent to lease the site land to the petitioner does not entitle thepetitioner for making the development of the disputed project. Mere expectation that the project will be allotted to the petitioner for the development, isnot sufficient to entitle the petitioner for the same unless some agreement has been entered into by the respondent

no.1 for this purpose. From the papers on record, it does not appear that the respondent no.1 has entered into any agreement with the petitioner as alleged. In the facts and circumstances, the petitioner is not entitled for any relief as prayed for and the impugned public notice is legal and proper and is not liable to be quashed. Accordingly, this petition has no merit and it is liable to be dismissed. It is dismissed. Rule is discharged with no order as to costs. Interim relief, if any, stands vacated.

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